

**LOUISIANA CAPITAL IMPROVEMENT
PROJECTS PROCEDURE MANUAL FOR
DESIGN AND CONSTRUCTION**

**1985 Edition
INCLUDING ADDENDA ONE
AND TWO**

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FOR DESIGN AND CONSTRUCTION
1985 EDITION**

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ARTICLE 1

CONDITION OF THE CONTRACT

- 1.1 The Louisiana Capital Improvement Projects Procedure Manual for Design and Construction, 1985 Edition, herein referred to as the "Procedure Manual" or the "Manual" and any amendments thereto, as published by Facility Planning and Control Department, shall be a part and condition of the Contract Between Owner and Designer, herein referred to as the "Contract".

ARTICLE 2

DEFINITIONS

- 2.1 *The Owner* is the State of Louisiana, Office of the Governor, Division of Administration, the responsibilities of which shall be exercised by the Commissioner of Administration or the designated representative, Facility Planning and Control Department.
- 2.2 *The User Agency* is the agency, department, division, board, or institution which will be the principal user of and for which the facility is being designed and constructed, as named in the Contract. Where reference is made hereinafter to the User Agency, it will refer to both the "Umbrella" and "Local" entities of the department, board, agency, division, etc. (Examples: The LSU Board of Supervisors and the Department of Health and Human Resources are "Umbrella" Using Agencies and "Local" Using Agencies such as LSU-Alexandria and Pinecrest State School are under their respective jurisdiction and administration).
- 2.3 *The Designer* is a person or organization professionally qualified and licensed to practice Architecture, Engineering, or Landscape Architecture in accordance with the laws of the State of Louisiana, who is to perform Basic Services for the Project, as named in the Contract.
- 2.4 *Consultants* are individuals or organizations engaged by the Owner or the Designer to provide professional consultant services complementing or supplementing the Designer's Services. As applicable, Consultants shall be licensed to practice in accordance with laws of the State of Louisiana. The Owner shall engage or have the Designer furnish, as part of the Designer's Services, the services of Consultants which are deemed necessary for the project. Normal Consultants are architects, landscape architects, civil, structural, mechanical and electrical engineers, etc.; compensation for which is included in Designer's basic fee. Special Consultants are those, other than the above, which the Owner may approve, as required for the Project, to perform special services and for which compensation will be in accordance with Article 5.3.

- 2.5 *The Project* is a Capital Outlay Project for which funds have been appropriated or other public government project for which funds are available, as specifically defined in the Program attached to and stated in the Contract between Owner and Designer.
- 2.6 *The Available For Construction (AFC)* is the actual amount of funds available for awarding the construction contract(s).

ARTICLE 3

OWNER-USER AGENCY RESPONSIBILITIES

- 3.1 The Owner's designated representative shall be the Facility Planning and Control Department. The User Agency shall designate a representative authorized to act in its behalf with respect to the Project.
- 3.2 After selection of the Designer and prior to signing of the Contract, the Owner shall furnish to the Designer the Preliminary Program, as described below, and a statement of the Available Funds for Construction (AFC).
- 3.3 After the Contract is signed by the Owner, the Owner shall schedule and hold a Pre-Design Conference at the Office of Facility Planning and Control or at a location designated by the Owner. This conference shall be attended by the Designer and representatives of the Owner and User Agency.
- 3.3.1 The purpose of this conference shall be to initiate a general review and discussion of the Project, including, but not limited to, adopting or confirming the following:
- 1) The Preliminary Program defining (a) the type of usage, number and sizes of spaces required, (b) adjacency considerations, (c) the type and number of people using the facility and (d) the activities to be held in the facility;
 - 2) The location of the facility, and relevant site information;
 - 3) The Funds Available for Construction (AFC) and the Designer's Fee;
 - 4) The Time Schedule, outlining anticipated completion dates of designated phases as described in Article 7 hereinafter and the anticipated period of construction. the Time Schedule for planning phases shall commence with the date of the Pre-Design Conference and shall continue until delivery of all construction documents to the Owner complete, coordinated and ready to bid. The number of calendar days in the time schedule shall take into account review periods agreed to between Designer and Owner.

- 5) A detailed review of the latest "Instructions to Designers" and the Bidding and Construction Contract Forms as described in Article 7.1.4.1 (c) hereinafter, which will be given to the Designer prior to his signing the Contract, and the compliance with which shall be a part of the Designer's obligation under the Contract, including any revisions made by the Owner and agreed to by the Designer.
- 3.3.2 The Owner shall have prepared, at the Owner's cost, by a registered land surveyor, a topographical survey of the site including structures, roads, walks, and utilities, when necessary. The Owner will contract for and pay for geotechnical services as described in Article 7.1.1.-4 hereinafter. At the Owner's request, the Designer shall outline the scope of the above services and obtain one or more proposals for each of these.
- 3.4 The Owner and the User Agency shall examine all documents submitted by the Designer and shall render decisions pertaining thereto, to avoid unreasonable delay in the progress of the Designer's Services.
 - 3.5 The Owner will select a testing laboratory to perform all required tests during construction, and will contract for and pay for all such testing services.
 - 3.6 The Owner shall provide record construction documents of existing buildings or facilities for renovation or addition projects, when those are available.

ARTICLE 4

CONSTRUCTION BUDGET (AFC)

- 4.1 The Construction Budget is the amount of funds Available For Construction(AFC) of the Project as fixed by the Owner and stated in the Contract Between Owner and Designer.
- 4.2 The Designer shall be responsible for designing the project so that the base bid does not exceed the funds Available for Construction. The use of any alternate bids must be approved by the Owner.
- 4.3 At the completion of the Program Completion Phase, as stated hereinafter in Article 7, the Designer shall determine whether the funds Available for Construction are realistic for the project when compared with the Completed Program. At this point, or at any other submissions of Probable Construction Cost by the Designer, if such Probable Construction Cost is in excess of funds available (AFC), the Owner shall have the option to:
 - 1) Instruct the User Agency to collaborate with the Designer to revise the program to be within the funds available for construction; such program revisions to be done without additional compensation to the Designer, except as provided in Article 7.3.4,

hereinafter.

- 2) Provide additional funds to increase the Funds Available for Construction (AFC);
or
 - 3) Abandon or suspend the project.
- 4.4 When the lowest bona fide Base Bid exceeds the amount Available for Construction, the Owner shall have the option to (1) have the Designer, without additional compensation, modify the Construction Documents as required in order to rebid the project to be within the amount Available for Construction, (2) provide additional funds to award the Construction Contract, or (3) abandon the project.
- 4.4.1 The lowest bona fide Base Bid is defined as the lowest Base Bid submitted by a licensed Contractor, and not withdrawn in accordance with R.S. 38:2214 (Act 111 of 1983), which complies in every respect with the bidding requirements of the Contract Documents

ARTICLE 5

COMPENSATION

Compensation to be paid Designer for services and reimbursable expenses shall be as follows:

- 5.1 The fee for Basic Services, as described in Article 7 hereinafter, shall be calculated as the product of the fee percentage and the amount of the Contract Award, including any awarded alternates. The fee percentage shall be computed by the formula:

$$\text{FEE PERCENTAGE} = \frac{42.75}{\text{Log Contract Award}}$$

Until a contract is made, an Interim Fee, to be used for making progress payments to the Designer, shall be calculated as the product of the funds Available for Construction (AFC) and the fee percentage computed by the formula: $\frac{42.75}{\text{Log AFC}}$

When a contract award has been made and the final fee computed as described above, payments to the Designer shall be adjusted to this final fee, either upward or downward.

- 5.1.1 Compensation to be paid the Designer on the Interim Fee basis shall remain constant until a Contract Award is made, except when the Owner adjusts the AFC prior to receipt of bids and the Designer's contract is amended to reflect the new AFC and the resultant Interim Fee.

5.1.2 Compensation to be paid the Designer shall be appropriately modified for certain projects as follows:

- 1) A *Renovation Factor* of up to 1.25, to be established and set by the Owner for each individual project, will be multiplied by the fee percentage to arrive at the Fee for renovation projects, when determined by the Owner to be justified. This Fee shall include verifying existing conditions and/or any other additional work incidental to renovation projects. The Renovation Factor will be set in proportion to the additional work anticipated by the Owner. Simple building additions will receive lower factors than full building renovations. The Renovation Factor will not be applied to reroofing projects, except in unusual circumstances.
- 2) On roofing projects, an addition may be made to the Basic Fee for full time inspection services during construction.
- 3) *Duplicated Work Factor* shall be subject to negotiation between the Owner and Designer on an individual project basis.
- 4) *Multiple Contracts*: If the Owner determines that the best interest of the Project is served by bidding and constructing the Project under two or more separate contracts, the fee shall be established for each portion by application of the formula in 5.1 above.
- 5) If a project consists of more than one element, to be bid and constructed under one contract, then the AFC to be used in computing the fee under the formula in 5.1 above shall be the sum of the AFC's of each element.
- 6) *Prefabricated Buildings*: A fee to be established and set by the owner for each individual project, not to exceed that stated in 5.1 above.

5.2 Payment to the Designer for Additional Services, defined in Article 7.3, shall be made on the basis of Designer's Direct Personnel Expense for performing such services multiplied by a factor of 3.0.

5.2.1 Direct Personnel Expense is defined as the normal, straight-time direct salaries of all the Designer's personnel, except principals, engaged in the Project (technical but not clerical). This shall also include the direct salaries of Designer's Consultants involved in the additional services.

5.2.1.1 On signing the Contract the Designer shall submit, for the Owner's approval, a schedule of principals with an hourly rate for each and such hourly rate shall reflect the total compensation for principals' time when required for additional services, without application of the multiple

- 5.2.2 Routine change orders which involve a small amount of effort will not involve extra compensation. Before the Designer prepares a change order for which he feels he is entitled to extra compensation due to the extra effort involved, he shall so notify the Owner and secure Owner's approval to proceed with the change order. When final payment is made to the Designer, all such change orders will be reviewed by the Owner and the Designer's contract will be amended to reflect extra compensation for the change orders which the Owner has determined merit additional fees. The fee will be computed by increasing the contract award by the amount of change orders that qualify for additional fee as described above.
- 5.2.3 Designer shall prepare change orders caused by errors or omissions of the Designer without additional compensation. If the error or omission results in damage to the Owner, Designer may be required to pay for the Construction Cost of such change orders or a portion thereof, as determined by Owner.
- 5.2.4 Preparation of documents required for change orders for any cause shall not be started without Owner's prior written approval.
- 5.3 *Reimbursable Expenses* are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Designer, his employees or his professional consultants in the interest of the project as directed and authorized by the Owner in writing prior to their incurrence.
 - 5.3.1 The Designer shall pay for the cost of printing Construction Documents for the Owner's and User Agency's use and for regulatory agencies' approvals. The Owner will reimburse the Designer the cost of printing and distribution of all other sets of Construction Documents, over and above the amount of the deposits on same retained by the Designer. The plan distribution and deposits will be as described in the "Instructions to Designers". This will include necessary sets for the Contractor to construct the project.
- 5.4 Designer will be paid for prolonged contract administration and inspection of construction should the contract time, as may be extended, be exceeded due to no fault of the Designer and liquidated damages are recommended by the Designer. The amount of such payment shall be computed by dividing 20% of the basic total fee by the number of days construction time, as extended, and multiplying by the number of days of liquidated damages recommended by the Designer.
- 5.5 Liquidated Damages: When the Designer exceeds the established time schedule, as described in Article 3.3.1.-4, including any extensions of time approved by the Owner, then the amount of the fee shall, as liquidated damages, be reduced by an amount to be determined by the Owner or as stated in the advertisement for Designer's selection, for each working day past the original or extended date that the Designer has not delivered all Construction Documents to the Owner complete, coordinated and ready to bid. Completeness will be determined by the Owner as described in Article 6.1.2 and Article 7.1.4.

ARTICLE 6

PAYMENTS TO THE DESIGNER

6.1 Payments on account of Designer's Services shall be made as follows:

6.1.1 Basic Services

- 1) Upon satisfactory completion of all Basic Services for each phase as described in Article 7, submission of all documents to the Owner and upon the Owner's and User's approval of same, which approval shall not be arbitrarily withheld, payment for the following phases of the Designer's services will be made in one lump sum (with the exception of the Construction Documents Phase as described below in 6.1.2); such payments shall be up to the following percentages of the Designer's fixed fee, either interim or final, as applicable, which percentages are cumulative:

Program Completion Phase	5%
Schematic Design Phase	15%
Design Development Phase	30%
Construction Documents Phase	70%
Bidding and Contract Phase	75%

- 2) Monthly in proportion to the Contractor's Certificate for Payment for the following phase:

Construction Phase	95%
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- 3) Upon satisfactory completion and furnishing required documents to the Owner for the following phase:

Construction Close-Out Phase	100%
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- 6.1.2 A partial payment for the Construction Documents Phase shall be made when the Designer has completed 100 percent of the Construction Documents and has submitted these to the Owner, the User Agency, and the other required statutory agencies and the Owner determines by inventory check and conformity with Article 7 that all required documents have been submitted, and are complete, coordinated and ready to bid, then the Designer shall be entitled to a payment of 70 percent of the fee for the Construction Documents Phase. Should the Owner's approval of the Construction Documents not be issued within 45 days of submittal due to no fault of the Designer, then the Designer shall be paid an additional payment of 20 percent of the fee for the Construction Documents Phase. The balance of the fee for this phase will be due upon completion of review by Owner and User, when corrections have been made, and when the project is approved for bidding. For projects with an AFC over \$10 million, interim payments up to 50 percent of the fee for the Construction

Documents Phase may be made by agreement between the Owner and the Designer.

- 6.2 Payments on account of Designer's Additional Services and for Reimbursable Expenses shall be made on submission of Designer's invoices with supporting data, and their written approval by Owner and User Agency and issuance of an amendment to the Contract covering such services.
- 6.3 Payments to the Designer on Termination, Abandonment or Suspension shall be made in accordance with Articles 9 and 10, hereinafter.

ARTICLE 7

DESIGNER'S SERVICES

7.1 *Basic Services*

The Designer's Basic Services consist of the phases described below and include the normal Services of the Designer and normal complementary or supplementary Services of his Consultants, and any other services included in the Contract. Review Documents of each phase shall be submitted to the Owner and to the User Agency for their approval. In addition, for the Construction Documents Phase, Review Documents shall be submitted to regulatory agencies designated by the Owner or required by law, for their approvals.

Designer shall not proceed to any subsequent phases until the requisite written approvals are received and until authorized by the Owner in writing to so proceed. All statements of probable Construction Cost shall be adjusted to the anticipated bid date of the project.

The Designer shall be responsible for compliance with all applicable codes as referenced in Appendix A. All items not specifically covered by codes shall be designed in accordance with the standards established by accepted professional groups or by industry standard for that specific item of work.

7.1.1 *Program Completion Phase*

- 1) After the initial pre-design conference the Designer shall meet and work with the User Agency to determine more detailed program requirements for the project and shall refine and complete the program in a form acceptable to the Owner.
- 2) The Designer shall determine whether the funds Available For Construction are realistic for the project when compared with the completed program, as described in Article 4.3.
- 3) The Completed Program shall be submitted to the Owner and the User Agency for their written approval and thereafter only the Owner shall have

authority to alter the Program. Any authorization by the Owner to alter the Completed Program shall be in writing.

- 4) The Designer shall obtain one or more proposals from registered land surveyors and geotechnical engineers when required for the Project and recommend to the Owner for his approval. The Owner will contract directly for such services.
- 5) The Designer shall finalize the Time Schedule as described in Article 3.3.1-4, for the Owner's approval.

7.1.2 Schematic Design Phase

- 1) Based on the approved Completed Program, funds Available For Construction, Site Location and Time Schedule, the Designer shall prepare Schematic Design Documents in such format and detail as required by the Owner, consisting of drawings, outline specifications and other documents illustrating the general scope, scale and relationship of the Project components for the written approval of the Owner and the User Agency. Specific documentation shall be in accordance with Articles 3.21 through 3.25 of the "Description of Designated Services" for this phase as listed in AIA Document B162 "Scope of Designated Services", 1977 or latest edition, as applicable to this project, except that no study model will be required, but a sketch perspective will normally be required.
- 2) The Designer shall submit to the Owner and User Agency a Statement of Probable Construction Cost based on current area, volume or other unit costs method.
- 3) An analysis of requirements of the Louisiana Code for State Owned Buildings as they relate to this project shall be prepared by the Designer and submitted for review and approval.

7.1.3 Design Development Phase

- 1) Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the Program or the funds Available for Construction, the Designer shall prepare, for approval by the Owner, Design Development Documents consisting of drawings, expanded outline specifications based on the 16 Divisions of the Construction Specifications Institute (CSI) format, and other documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be required. Specific documentation shall be in accordance with Articles 4.21 through 4.25 of the "Description of Designated Services", for this phase as listed in AIA Document B162 "Scope of Designated Services", 1977 or latest edition, as

applicable to this project, except that no study model will be required, however a sketch perspective will normally be required.

- 2) The Designer shall submit to the Owner and User Agency a Statement of Probable Construction Cost based on the 16 Divisions of the Construction Specification Institute format. This shall have back-up material and data in such format and detail as required by Owner to support each of the 16 Divisions.
- 3) The Designer shall submit a more detailed analysis of the codes required by the Louisiana Code for State Owned Buildings, consisting of, but not necessarily limited to, statements of (1) Classification of occupancy, (2) Classification of construction, (3) Code allowable area increase for exceptions. Special attention shall be given to Department of Natural Resources regulations concerning requirements for pipe lines.
- 4) A preliminary Energy Conservation Analysis for the Project shall be prepared by the Designer and submitted to the Owner for review and approval. The requirements of this analysis shall be as detailed in the "Instructions to Designers", referred to hereinbefore.

7.1.4 *Construction Documents Phase*

- 1) Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the funds Available for Construction, authorized by the Owner, the Designer shall prepare for written approval by the Owner, the User Agency, and other State Regulatory agencies as required by law, the following documents bearing the Designer's seal and those of his consultants, all sufficiently complete and clear to define the quantity and quality of the work to bid and build the Project:
 - (a) Working Drawings - dimensioned plans, elevations, sections, details and schedules of all architectural, landscaping, civil, structural, mechanical and electrical work in the Project in general conformity with Chapter 12, latest Edition, of the AIA Handbook of Professional Practice with the exception of the sections entitled "Reproduction" and "Ownership"
 - (b) Technical Specifications - of the materials, processes or systems to be incorporated in the work, using the 16 Divisions format of the Construction Specifications Institute. State law prohibits the Designer from closing specifications on any item in the specification except as provided for in R.S. 38:2290-2296 and in R.S. 38:2290(A). Any reason for closing specifications as provided for by law shall be brought to the attention of the Owner in writing for review. Additional requirements for specifications are contained in the

"Instructions to Designers" documents which will be furnished to the Designer.

- (c) Bidding and Construction Contract Forms - the Owner will furnish to the Designer policy requirements that the Designer must include in his Documents on the following: Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, Supplementary General Conditions, Contract Between Owner and Contractor, Performance and Payment Bond, Non-Collusion Affidavit, and other forms used by the Owner. If the probable construction cost of the Project is \$25,000.00 or more, the Designer shall obtain a Prevailing Wage Determination from the Secretary of Labor for inclusion in the Documents.
- 2) The Designer shall submit to the Owner and User Agency an updated Statement of Probable Construction Cost based on the 16 Divisions of the Construction Specifications Institute format with back-up material as described in 7.1.3 above.
- 3) The Designer shall update and verify the Energy Conservation Analysis prepared in the Design Development Phase.
- 4) The Designer shall submit one bound copy of all design calculations on the Project for the Owner's files.

7.1.5 *Bidding and Contract Phase*

- 1) Upon receipt of written approval from the User Agency and other State regulatory agencies, receipt of corrected and completed Construction Documents, and approval of the latest Statement of Probable Construction Cost, the Owner may advertise the Project for bids and shall be assisted by the Designer in obtaining bids. It is the Designer's responsibility to have approvals which have not expired or will not be expired by the time of anticipated contract award.
- 2) The Designer shall be responsible for the furnishing and distribution of copies of Construction Documents to (1) all Contractors licensed in accordance with State law who desire to bid the Project, subject to deposit requirements as provided for in the Advertisement for Bids, (2) to recognized construction trade organizations maintaining plan rooms as directed by the Owner (3) to the User Agency, and other State agencies and regulatory authorities as required or directed by the Owner. Plan deposits shall not be excessive and shall be subject to the Owner's approval. (See Article 5.3.1)
- 3) The Designer shall be responsible for evaluating prior approval requests for substitution of materials, products and equipment required by the applicable

statutes and Owner Procedures.

- 4) The Designer shall prepare and issue all addenda, in accordance with the Contract Documents, as required to modify or clarify the Construction Documents. Items not included in the approved program and/or items previously rejected or not approved shall not be included in **any** addendum without Owner's approval.
- 5) The Designer shall arrange and conduct a pre-bid conference in accordance with the Contract Documents.
- 6) Unless waived by the Owner, the Designer shall be present for the opening of bids by the Owner and shall provide a form for assisting the Owner in tabulating the bids.
- 7) After receipt of bids, the Designer shall analyze the bids, consult with the Owner and User Agency and make written recommendation to the Owner to (1) award the Construction Contract to the lowest responsible bidder or (2) reject all bids.

7.1.6 *Construction Phase*

- 1) The Designer shall provide administration of the Construction Contract as set forth herein and in the Construction Documents.
- 2) After award of the Construction Contract, the Designer shall complete and submit to the Owner a Cost Data Form, in a format provided by the Owner.
- 3) The Designer shall make written recommendations for the Owner's approval, for the type and number of tests required for the Project, as soon as the Construction Contract has been awarded. The Owner will select, contract for and pay for such testing services.
- 4) The Designer, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Designer. The Designer shall have authority to act on behalf of the Owner to the extent provided herein or as provided for in the Contract Documents unless otherwise modified in writing.
- 5) After the execution of the Construction Contract the Owner will issue a Notice to Proceed to the Contractor and will notify the Designer to arrange for and conduct a pre-construction conference. The Designer shall furnish to the Contractor sets of the Construction Documents required to construct the project (see Article 5.3.1).

- 6) The Designer and his principal consultants shall visit the project as often as necessary to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. Such visits by the Designer shall *not be less* than once per week when the work is in progress. On the basis of the Designer's on-site observations, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the contractors. A written report of each visit by the Designer to the Project shall be mailed to the Owner, User Agency, and Contractor within five (5) calendar days after each visit.
- 7) The Designer agrees that his designated representatives on the construction project shall be qualified by training and experience to make decisions and interpretations of the Construction Documents and such interpretations shall be binding upon the Designer as if made by him. All such decisions shall be confirmed in writing immediately with copies to the Owner and Contractor, conditioned that such decisions and interpretations shall not modify adversely the requirements of the contract documents. This paragraph does not apply to the Designer's full-time project representative.
- 8) Based on observations at the site and on the Contractor's Applications for Payment, the Designer shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. No Certificate of Payment shall be issued until a schedule of values has been received from the Contractor. *The issuance of a Certificate for Payment shall constitute a representation by the Designer to the Owner, that the Work has progressed to the point indicated and that to the best of the Designer's knowledge, information and belief, the quality of the Work is in general accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified.* By issuing a Certificate for Payment, the Designer shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract sum. The Designer shall process certificates as promptly as possible with copies to the Contractor, and in any case within seven (7) calendar days. If a certificate is held up or adjusted for any reason, written notice stating the reasons for the delay or adjustment must be given to the Contractor and Owner within seven (7) days.
- 9) The Designer shall instruct the Contractor to establish and conduct a regular schedule of monthly meetings, to be held on the job site each month throughout the construction period, and shall require attendance at the meetings by representatives of his principal Consultants. The Owner and User Agency shall be notified of such meetings and may be represented. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way to the end of maintaining progress of the project on schedule and completing the project within the contract time.

- 10) The Designer shall prepare and submit to the Owner, User Agency and Contractor a monthly Status Report on the Project. The form of the Report shall be supplied to the Designer at the Pre-Construction Conference. The Designer's Status Report shall be submitted to the Owner monthly along with the Contractor's Certificate for Payment and Designer's Statement for Professional Services.
- 11) The Designer shall be the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Designer shall make decisions, on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto.
- 12) The Designer shall have authority to reject work which does not conform to the Contract Documents. If the Designer considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he shall request the Owner to authorize special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.
- 13) The Designer shall promptly review shop drawings, samples and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.
- 14) Only with the authorization of the Owner, shall the Designer prepare Change Orders. The Designer shall obtain from the Contractor his estimate of cost and time changes in accordance with the Contract Documents for the Change Order, review and approve same, and submit it to the Owner for approval before any changes are made in the Contract. No additional compensation shall be due the Designer for preparation of Change Orders without the written prior approval for such compensation by the Owner, except as described in Article 5.
- 15) R.S. 38:2241.1 entitled "Acceptance of Governing Authority", defines the procedure to be followed in accepting a project and gives the Owner the discretion to make acceptance on either full completion or substantial completion. Upon completion of the work, or on substantial completion or for beneficial occupancy, as requested by the Owner, the Designer shall conduct an inspection of the project with the Owner, the User Agency and the Contractor to determine if the Contractor's work is in general accordance with Contract Documents. The Designer shall prepare a list of items ("punch-list") for correction or completion together with an assigned dollar value.

When the Owner desires to accept on either full or substantial completion, the

Designer shall recommend such acceptance in writing and shall issue a Certificate for Payment of funds due the Contractor, excepting retained percentage, liquidated damages and the value of the "punch-list" items. Upon the Contractor's furnishing of a clear lien certificate, the Designer shall make a final inspection and issue a final certificate for the retainage. A Certificate of Payment for "punch-list" items shall be issued upon their completion.

Upon recommendation of acceptance, the Designer shall receive, review and forward to the User Agency guarantees, operation, and maintenance manuals, keys and other closing documents as required by the Contract Documents. Designer shall obtain a written receipt for these and forward same to the Owner, together with copies of all guarantees and warranties.

7.1.7 Construction Close-Out Phase

- 1) After acceptance of the Project by the Owner, the Designer shall prepare and furnish to the Owner (1) a Final Report in the format and containing information as required by the Owner, and (2) two sets of Record Drawings (As-Built) prepared by the Designer, one set on reproducible film sepias and the other a set of prints made from the film sepias, for the Owner and User Agency files. The Record Drawings shall be prepared on the basis of information furnished by the Contractor and the change orders and shall be reviewed with and approved by the Contractor prior to submission.
- 2) Designer shall inspect and approve completion of "punch-list" items remaining after acceptance and shall certify final payment to the Contractor.
- 3) Compliance with all of the above will constitute completion of the Designer's Basic Services for compensation purposes, however, the Designer shall be required to follow up on items to be corrected during the warranty period and shall arrange for and conduct an inspection of the Project prior to expiration of the one year warranty period and shall be required to inform the Owner, User Agency and Contractor of any items to be corrected and shall inspect the Project as required until the work is completed, without additional compensation.

7.2 Project Representation Beyond Basic Services

- 7.2.1 If the Owner and Designer agree that more extensive representation at the site is required than is described in Article 7.1.6, then the Designer shall provide one or more Project Representatives to carry out such responsibilities at the site.
- 7.2.2 Such Project Representatives shall be selected, subject to Owner's approval, employed and directed by the Designer, and the Owner shall compensate the Designer for such services in an amount equal to the approved salary of the Project Representative times a multiplier of 1.6. If, in the opinion of the Owner, such

representatives are either negligent or unqualified to perform their duties, the Designer's representative shall be replaced promptly, without protest.

7.2.3 Through the services of such Project Representatives, the Designer shall endeavor to provide further protection for the Owner against defects and deficiencies in the work.

7.2.4 The Owner shall have the option of providing one or more Project Representatives at the site during construction, which representative(s) shall be paid by the Owner and shall be under his direction.

7.3 *Additional Services*

Additional Services, as required by the Owner, shall be provided by the Designer only when authorized in writing by the Owner, prior to performance of the services, and shall be paid for by the Owner as hereinbefore provided. Such services will be incorporated into the contract by an amendment on their completion. Additional services may include, but are not limited to, the following:

7.3.1 Providing design services relative to future facilities, systems and equipment which are not included to be constructed as part of the Project.

7.3.2 Providing interior design and other services required for the selection of furniture and furnishings, and movable equipment.

7.3.3 Preparing measured drawings when these are not available, or for archival research.

7.3.4 Providing extensive Program revisions during the Program Completion Phase when the necessity of such as additional services is authorized in writing by the Owner.

7.3.5 Providing any other special services not otherwise included in the Contract or not customarily furnished in accordance with generally accepted Designer's practice.

ARTICLE 8

DESIGNER'S ACCOUNTING RECORDS

8.1 Records of Direct Reimbursable Expenses and expenses pertaining to Additional Services on the Project, and for services performed on the basis of multiplier times Direct Personnel Expense, shall be kept on the basis of generally accepted accounting principles and shall be furnished and/or made available to the Owner or his authorized representative on request.

ARTICLE 9

TERMINATION OF CONTRACT

- 9.1 The Contract between Owner and Designer may be terminated by either party upon seven days written notice to other party, should said other party fail to perform in accordance with its terms, through no fault of the terminating party, or the contract may be terminated by mutual consent.
- 9.2 In the event of termination by the Owner due to failure of the Designer to perform satisfactorily, the Designer shall receive no compensation beyond that already paid or due for the last satisfactorily completed phase. Any work done shall become the property of the Owner to be used at his discretion without additional compensation to the Designer. No compensation shall be paid to the Designer for any uncompleted phase, except by written agreement between Owner and Designer prior to termination. Such termination shall constitute the Designer being held at fault under the terms of R.S. 38.2313.4, which provides that problems with time delays, cost overruns or design inadequacies for which the Designer is held to be at fault shall be taken into account by the selection boards in considering past performance on public projects.
- 9.3 In the event the Contract is terminated by mutual consent the Designer shall be paid for all work competed prior to termination, and all work done shall become the property of the Owner to be used at his discretion without additional compensation to the Designer.

ARTICLE 10

ABANDONMENT OR SUSPENSION

- 10.1 If any work designed or specified by the Designer is abandoned or suspended in whole or in part by the Owner, the Designer is to be paid for the Services rendered up to receipt of written notice from the Owner, as follows:
- (1) If the abandonment or suspension occurs at the completion of a Phase, the Designer shall be paid the full amount due on completion of such phase as described in Article 6.1.1.
 - (2) If the abandonment or suspension occurs during a phase, the Designer shall submit to the Owner all documents prepared by him up to receipt of written notice from the Owner, and the Owner shall compensate the Designer up to the percentage completion of that phase.
- 10.2 Should the Project be reactivated, the new fee will be computed on the basis of the revised funds Available for Construction. The Designer's fee for the phases of work required to complete the Project shall be the percentages for such phases stated in Article 6.1.1 applied to the new fee.

ARTICLE 11

OWNERSHIP OF DOCUMENTS

- 11.1 Drawings and Specifications are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like projects without the approval of, or additional compensation to the Designer. The Designer shall not be liable for injury or damage resulting from re-use of drawings and specifications if the Designer is not involved in the re-use project. Prior to re-use of construction documents for a project in which the Designer is not also involved, the Owner will remove or obliterate from such documents all identification of the original Designer, including name, address and professional seal or stamp.
- 11.2 Upon completion of the Project, tracings shall remain in the files of the Designer, with record drawings (as built) being furnished to the Owner and the User Agency, as called for in Article 7.1.7. The Designer shall have the right to re-use the Construction Documents on other projects not constructed for the Owner.
- 11.3 The right of ownership provided for above shall not be transferable.

ARTICLE 12

SUCCESSORS AND ASSIGNS

- 12.1 The Owner and the Designer each binds himself, his partners, successors, assigns and legal representatives to the other party to the Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of the Contract. Neither the Owner nor the Designer shall assign, sublet or transfer his interest in the Contract without the written consent of the others.

ARTICLE 13

EXTENT OF AGREEMENT

- 13.1 The Contract, this Manual, and the "Instructions to Designers" represent the agreement between the Owner and the Designer. The Contract may be amended only by written instrument signed by the Owner and the Designer.

ARTICLE 14

GOVERNING LAW

- 14.1 The Contract shall be governed by the laws of the State of Louisiana.

ARTICLE 15

OTHER CONDITIONS

- 15.1 Insurance – Prior to the signing of the Contract between Owner and the Designer, the Designer shall furnish to the Owner proof of the following insurance coverages:

15.1.1 Comprehensive General Liability insurance to include coverage for Contractual Liability, Completed Operation and Broadform property damage with minimum limits of \$500,000 per accident/occurrence.

15.1.2 Comprehensive Automobile Liability Insurance with minimum limits of \$500,000 per accident/occurrence.

15.1.3 Worker's Compensation to include all State endorsements and Employer Liability limits of at least \$100,000.

15.1.4 Professional Liability (E&O) as follows:

<u>Minimum Limits of Liability</u>	<u>Construction Cost</u>
\$100,000	Up to \$500,000
\$250,000	\$500,000 up to \$1,500,000
\$500,000	\$1,500,000 up to \$5,000,000
\$750,000	\$5,000,000 up to \$10,000,000
\$1,000,000	\$10,000,000 up to \$20,000,000
To be determined by Owner	Over \$20,000,000

No deductible shall be in excess of five percent (5%) of the amount of the policy. If the deductible is in excess of \$10,000, then the policy shall be written with first dollar defense coverage endorsement. In the event of a claim against this policy, the

Designer shall maintain limits of liability sufficient to meet the above insurance requirements.

15.1.5 The Prime designer shall be fully responsible to the Owner for his Associates' and his professional Consultants' work. Professional Liability coverage for the total project design (including all Professional Consultants) rests solely with the Prime designer. In the case of Joint Venture, Joint Venture Professional Liability Coverage shall be required in accordance with the above limits.

15.2 *Affidavit*—The designer, on signing the Contract, shall submit to the Owner, on such form as the Owner shall designate, a Non-Collusion Affidavit.

15.3 When the Time Schedule has been established by the Owner and Designer as described in Article 3.3.1, a Completion Date shall be set up for delivery of 100 percent completed, coordinated and ready to bid Construction Documents to the Owner. If the designer is delayed through no fault of his own, then the Completion Date shall be extended accordingly, provided the Designer makes such request in writing before starting the subsequent phase and the Owner approves such as justified.

15.4 *Arbitration*

All claims, disputes and other matters arising from the Contract shall, at the option of the Owner, be decided by arbitration. To the extent possible, such arbitration proceedings shall be conducted in accordance with the Construction Industry Association Rules of the American Arbitration Association. Any such arbitration proceeding shall, the option of the Owner, be consolidated with or joined to other arbitration proceedings between the Owner and other persons or entities under contract with the state for the construction, repair or alterations of the project in question.

15.5 *Fault*

Time delays, cost overruns, design inadequacies or other problems with the performance of the Designer may result in the Designer being held "at fault." The Owner shall determine if the Designer is to be held at fault. Such determination shall constitute documentation of the Designer being held at fault as provided in R.S. 38.2313(B)(5).

APPENDIX A

LOUISIANA BUILDING CODE FOR STATE OWNED BUILDINGS

In accordance with Louisiana R.S. 40:1721-1724, all building projects undertaken by the State of Louisiana shall be designed to conform to the specific code requirements of the Louisiana Building Code for State Owned Buildings. This code is described as follows:

"PART IV: LOUISIANA BUILDING CODE FOR STATE OWNED BUILDINGS"

1721. Declaration of Policy

In order to insure the public health and safety and to facilitate the efficient use of state funds in the new construction, alterations, additions or renovations of state buildings, there is hereby created a Louisiana Building Code for State Owned Buildings consisting of various building codes and standards designated in this Part.

The provisions of this Part should not be construed to supercede any local building codes or standards except as they apply to state owned buildings.

1722. Louisiana Building Code

- A. The new construction, alteration, addition or renovation of all state owned buildings for which bids are let after the effective date of this Part must comply with the Rules and Regulations to be promulgated by the Facility Planning and Control Department of the Division of Administration in conformity with the Administrative Procedure Act, which Rules and Regulations shall establish as minimum standards the provisions of the Louisiana Building Code provided in Subsection B hereof.
- B. The Louisiana Building Code shall consist of the following designated and described codes and standards:
 - i. The Life Safety Code, Standard 101, 1973 Edition as published by the National Fire Protection Association.
 - ii. Chapter XIV of the State Sanitary Code (Plumbing), as promulgated by the Secretary of the Department of Health and Human Resources.
 - iii. The Standard Building Code□ 1973 Edition with 1975 Revisions as published by the Southern Building Code Congress.
 - iv. The Standard Mechanical Code□ 1971 Edition as published by the Southern Building Code Congress.
 - v. The National Electric Code-1975 Edition (NFPA No. 70-1975) as published by the National Fire Protection Association.

- C. All of the above designated and described codes and standards shall include all later editions and revisions as now or hereinafter provided.
- D. In all cases of conflict between the State Sanitary Code and the Standard Mechanical Code, the provisions of the State Sanitary Code shall be used. In all cases of conflict between the Life Safety Code and any of the above codes, the provisions of the Life safety Code shall be used.

1723. Administration; exceptions

- A. The Louisiana Building Code shall be administered by the Facility Planning and Control Department of the Division of Administration.
- B. However, nothing contained herein shall affect the State Fire Marshal and his jurisdiction on matters of life safety and related areas as provided by Part III of Chapter 7 of this Title, and the secretary of the Department of Health and Human Resources shall administer the provisions of Chapter XIV of the State Sanitary Code relative to Plumbing.

1724. Building permits and Occupancy permits

- A. The building permit will be issued to the building contractor by the parish or the municipality when the plans and specifications have been approved by the State Fire Marshal, the Secretary of the Department of Louisiana Health and Human Resources, Facility Planning and Control Department and the permit fee has been paid in full by the contractor to the parish or municipality.
- B. The occupancy permit will be issued to the using agency when the building construction has been approved by the State Fire Marshal, the Secretary of the Department of Louisiana Health and Human Resources and the Facility Planning and Control Department.

Section 2. If any provision or item of this Act or the application thereof is held invalid, such invalidity shall not affect other provisions, item or applications of this Act which can be given effect without the invalid provisions, items or applications, and to this end the provisions of this Act are hereby declared severable.

Section 3. All laws or parts of laws in conflict herewith are hereby repealed.

NOTE: It shall be the responsibility of the Designer to verify (with Facility Planning and Control, the State Fire Marshal and the Division of Health) the latest edition of the described codes and standards in effect for use on a Project. As of the date of publication of this Manual, the following are the latest dates on the codes listed above in 1722(B):

- (1) Life Safety Code-1985
- (2) Sanitary Code-1984
- (3) Standard Building Code-1985
- (4) The Standard Mechanical Code is now part of the Standard Building Code-1985
- (5) National Electric Code-1984 Edition (NFPA No. 70-1984)

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL**

ADDENDUM ONE

Louisiana Capital Improvements Projects
Procedure Manual
For Design and Construction

November 20, 1986

Article 6

Item 6.1.1.1, change the following: "Construction Documents Phase - 70%" to "Construction Documents Phase 65%" and "Bidding and Contract Phase 75%" to "Bidding and Contract Phase 70%".

Article 15

Items 15.1, 15.1.1, 15.1.2, 15.1.3, 15.1.4, and 15.1.5 shall be omitted.
Substitute the following:

15.1 Insurance - Prior to advertising for bids, the Designer shall furnish to the Owner proof of coverage for the following:

15.1.1 Insurance - Professional Liability Insurance shall be required as per the Owner's requirements on a project by project basis. Refer to Exhibit B of the contract for the extent of coverage required. Insurance will not be required until completion of Construction Documents. Proof of coverage will be required prior to advertising for bids. No deductible shall be in excess of 5% of the amount of the policy. In the case of Joint Ventures, Joint Professional Liability coverage shall be required.

15.1.2 - Comprehensive General Liability with minimum limits of \$500,000 per accident/occurrence.

15.1.3 - Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 per accident/occurrence.

15.1.A The Designer is reminded that he is responsible for providing Workmen's Compensation coverage "as statutorily required."

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL**

ADDENDUM TWO

Louisiana Capital Improvements Projects
Procedure Manual
For Design and Construction

May 14, 1999

Article 6

6.1.1.1): Replace the cumulative percentage schedule with the following:

Program Completion Phase	5%
Schematic Design Phase	15%
Design Development Phase	35%
Construction Document Phase	65%
Bidding and Contract Phase	70%

Add the following:

6.1.3: If payment for any phase is delayed through no fault of the designer, a partial payment for that phase may be made by agreement between the Owner and the Designer.

Article 9

9.2: Change the statutory reference from "R.S. 38:2313.4" to "R.S. 38:2313.B. (5)"

Appendix A

1724 A: Replace with the following:

A. Plans and specifications for construction, alternation, addition, or renovation of all state-owned buildings shall be approved by the State Fire Marshal, the Secretary of the Department of Health and Hospitals, and the Facilities Planning and Control Department prior to commencement of

work. Nothing herein shall be constructed to impose a duty upon the parish or municipality in which the building is located to inspect a state-owned building for compliance with the local building code.